EFiled: Jul 15 2026 11:42AM EDT
Transaction ID 80038315
Case No. 2024-0887-PAF

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE SUPERNOVA PARTNERS ACQUISITION CO. SPAC LITIGATION	C.A. No. 2024-0887-PAF

STIPULATION OF SETTLEMENT

This Stipulation of Settlement, dated July 15, 2026 (with the Exhibits hereto, the "Stipulation," and the settlement contemplated hereby, the "Settlement"), is made and entered into, through their respective counsel, by and among the following parties to the above-captioned stockholder class action ("Action"): (i) Terry Jandreau ("Plaintiff"), plaintiff in the Action on behalf of himself and the Class (defined below); and (ii) defendants Alexander Klabin, Spencer Rascoff, Ken Fox, Jim Lanzone, Gregg Renfrew, Rajeev Singh, Robert Reid, Michael Clifton, and Supernova Partners, LLC ("Supernova Sponsor") (collectively, "Defendants," and together with Plaintiff, the "Parties," and each a "Party").

This Stipulation is submitted pursuant to Court of Chancery Rule 23(f). Subject to the terms and conditions set forth herein and the approval of the Court, the Settlement embodied in this Stipulation is intended: (i) to be a full and final disposition of the Action; (ii) to state all of the terms of the Settlement and the resolution of the Action; and (iii) to fully, finally, and forever compromise, resolve, discharge and settle the Released Claims and result in the complete dismissal of the Action with prejudice.[1]

I. SUMMARY OF THE ACTION AND PROCEDURAL HISTORY

On August 31, 2020, Supernova Partners Acquisition Company, Inc. ("Supernova" or the "Company"), a special purpose acquisition company ("SPAC"), was incorporated in Delaware for the purpose of entering into a merger, share exchange, asset acquisition, stock purchase, recapitalization, reorganization, or other similar business combination with one or more businesses or entities.

On October 23, 2020, Supernova consummated its initial public offering ("IPO") of 40,250,000 units ("Public Units"), including 5,250,000 units under the underwriters' over-allotment option, with each unit consisting of one share of Supernova's Class A common stock and one-third of one warrant, each whole warrant to purchase one share of Supernova's Class A common stock (the "Supernova IPO"). The units were sold at an offering price of $10.00 per unit, generating gross proceeds of $402,500,000. Simultaneously with the consummation of the initial public offering, Supernova consummated the private placement of 6,700,000 warrants at a price of $1.50 per warrant, generating total proceeds of $10,050,000. Offering costs amounted to approximately $22.8 million, inclusive of

[1] Capitalized terms have the meanings set forth in the "Definitions" section below or as otherwise defined in this Stipulation.

an underwriting discount of approximately $8.1 million and deferred underwriting commissions of approximately $14.1 million.

Following the consummation of the Supernova IPO, $402,500,000 was deposited into a United States based trust account (the "Trust Account") maintained by Continental Stock Transfer & Trust Company, acting as trustee.

On March 17, 2021, Supernova, Orchids Merger Sub, Inc. ("First Merger Sub"), Orchids Merger Sub, LLC ("Second Merger Sub"), and Offerpad, Inc. ("Legacy Offerpad") entered into a merger agreement (the "Merger Agreement"), pursuant to which First Merger Sub merged with and into Legacy Offerpad, with Legacy Offerpad being the surviving company as a wholly owned subsidiary of Supernova. Legacy Offerpad then merged with and into Second Merger Sub, with Second Merger Sub being the surviving company as a wholly owned subsidiary of Supernova.

On August 12, 2021, Supernova filed the Form 424B3 with the Securities and Exchange Commission ("SEC") concerning the Merger (proxy together with any preliminary proxy filings, as well as any amendments or supplements thereto, the "Proxy"), which was mailed to Supernova stockholders on or about August 12, 2021. The Proxy informed stockholders of a special meeting to be held on August 31, 2021 (the "Special Meeting"), at which Supernova stockholders would vote whether to approve the Merger and related transactions. The Proxy also informed stockholders that the deadline for them to redeem their shares in connection with the Merger was on August 27, 2021 (the “Redemption Deadline”).

Prior to the Special Meeting, the holders of 36,862,087 shares of Supernova Class A Common Stock (the “Redeeming Stockholders”) exercised their right to redeem those shares. Approximately 3,380,000 redemption-eligible shares were unredeemed.

On August 31, 2021, Supernova stockholders voted to approve the Merger and related transactions.

On September 1, 2021, the Merger and related transactions closed (the “Closing”). Following the Closing, Supernova was renamed Offerpad Solutions, Inc. (“Offerpad”). Supernova common stock and warrants began trading on NYSE under the ticker symbols “OPAD” and “OPADW,” respectively.

On August 26, 2024, Plaintiff commenced this action against Defendants on behalf of himself and similarly situated current and former Company stockholders, by filing a Verified Stockholder Class Action Complaint in the Court of Chancery of the State of Delaware bearing the caption *Terry Jandreau v. Alexander Klabin, et al.*, C.A. No. 2024-0887-PAF (Trans. ID 74149305).

On September 19, 2024, the Court entered the Stipulation and Order for Interim Stay of Action (Trans. ID 74366080), staying the Action to allow Offerpad to produce certain books and records pursuant to Plaintiff's *8 Del. C.* § 220 demand and for the parties to explore the potential resolution of the claims.

On March 19, 2025, Plaintiff served Defendants with requests for document production and interrogatories (Trans. ID 75893412).

Starting in May 2025, the Parties negotiated the terms of a potential settlement through Jed Melnick of JAMS (the "Mediator"), including a full-day mediation on May 22, 2025 (the "Mediation").

The Parties did not reach agreement on a settlement at the Mediation, but thereafter continued to negotiate through the Mediator.

On June 30, 2025, Plaintiff filed a Notice Lifting the Stay with the Court. (Trans. ID 76552875). Thereafter, the Parties met and conferred concerning a potential stipulated scheduling order.

After substantial negotiations concerning a case schedule, the Parties reached an impasse. The primary source of the Parties' disagreement was the timing of class certification proceedings. Thereafter, Plaintiff filed a Motion to Set Case Schedule, on August 4, 2025 (Trans. ID 76785189).

On August 5, 2025, Defendants filed their Opposition to Plaintiff's Motion to Set Case Schedule (Trans. ID 76781639).On August 6, 2025, Plaintiff filed his Reply in Support of His Motion to Set Case Schedule (Trans. ID 76812724).

On August 5, 2025, Plaintiff served a subpoena duces tecum on J.P. Morgan Securities LLC.

On August 12, 2025, the Court entered a Case Schedule (Trans. ID 76850052).

On August 15, 2025 Defendants filed their Answer to the Verified Stockholder Class Action Complaint (Trans. ID 76873057).

On September 3, 2025, Defendants served Plaintiff with their First Requests for Production of Documents to Plaintiff; (ii) First Set of Interrogatories Directed to Plaintiff; (iii) Responses and Objections to Plaintiff's First Requests for the Production of Documents Directed to the Defendants; and (iv) Defendants Responses and Objections to Plaintiff's First Set of Interrogatories Directed to the Defendants.

On September 18, 2025, Plaintiff served subpoenas *duces tecum* and *ad testificandum* on Offerpad Solutions, Inc., 75 And Sunny LP, and Ancient 1604, LLC.On September 19, 2025, Defendants filed a Motion to Bifurcate the Proceedings (Trans. ID 77118045), in which Defendants requested that the Court stay other proceedings while the Parties litigated damages issues. On October 10, 2025, Plaintiff filed his Opposition to Defendants' Motion to Bifurcate the Proceedings (Trans. ID 77288635).

On October 10, 2025, Defendants filed a Motion for Leave to File an Amended Answer and Affirmative Defense (Trans. ID 77284101) in advance of seeking Judgment on the Pleadings.

On October 13, 2025, as a result of arm's-length negotiations conducted through the Mediator, the Parties reached an agreement in principle to settle the Action, the definitive terms of which are reflected in this Stipulation.

This Stipulation (together with the Exhibits hereto) has been duly executed by the undersigned signatories on behalf of their respective clients, and reflects the final and binding agreement between the Parties.

II. PLAINTIFF'S CLAIMS AND THE BENEFITS OF THE SETTLEMENT

Based upon the investigation and prosecution of the Action, Plaintiff and Plaintiff's Counsel believe that the claims asserted have merit, but also believe that the Settlement set forth herein provides substantial and immediate benefits for the Class. In addition to these substantial benefits, Plaintiff and Plaintiff's Counsel have considered: (i) the attendant risks of continued litigation and the uncertainty of the outcome of the Action; (ii) the probability of success on the merits; (iii) the inherent problems of proof associated with, and possible defenses to, the claims asserted in the Action; (iv) the desirability of permitting the Settlement to be consummated according to its terms; (v) the expense and length of continued proceedings necessary to prosecute the Action through trial and appeals; and (vi) the conclusion of Plaintiff and Plaintiff's Counsel that the terms and conditions of the Settlement and this Stipulation are fair, reasonable, and adequate, and that it is in the best interests of the Class to settle the claims asserted in the Action on the terms set forth herein. The Settlement and this Stipulation shall in no event be construed as, or deemed to be, evidence of a concession by Plaintiff of any flaw, fault or infirmity in the claims asserted in the Action.

Based on Plaintiff's Counsel's thorough review and analysis of the relevant facts, allegations, defenses, and controlling legal principles, Plaintiff's Counsel believes that the Settlement set forth in this Stipulation is fair, reasonable, and adequate, and confers substantial benefits upon the Class. Based upon their direct oversight of the prosecution of the Action, as well as evaluation and input from Plaintiff's Counsel, Plaintiff has determined that the Settlement is in the best interests of the Class, and has agreed to the terms and conditions set forth in this Stipulation.

III. DEFENDANTS' DENIAL OF WRONGDOING AND LIABILITY

Defendants deny any and all allegations of wrongdoing, fault, liability, or damages with respect to Released Plaintiff's Claims (as defined below), including, but not limited to, any allegations that Defendants have committed any violations of law or breach of any duty owed to Supernova stockholders, that the Merger was not entirely fair to, or in the best interests of, Supernova stockholders, that Defendants have acted improperly in any way, that Defendants have any liability or owe any damages of any kind to Plaintiff and/or the Class, and/or that Defendants were unjustly enriched in the Merger. Defendants maintain that their conduct was at all times proper, in the best interests of Supernova and its stockholders, and in compliance with applicable law. Defendants also deny that the Company's stockholders were harmed by any conduct of Defendants that was alleged, or that could have been alleged, in the Action. Each of the Defendants asserts that, at all relevant times, such Defendant acted in good faith and in a manner believed to be in the best interests of Supernova and all of its stockholders. Defendants deny Plaintiff's allegations because the allegations never were (and still are not) true and could be, and would have been, disproven at trial by, among other things, evidence of the Company's robust, ongoing financial performance and development of next-generation home buying and selling capabilities through the Company's proprietary, technology-enabled real estate platform, evidence of the impact of adverse economic conditions, including rising and volatile mortgage interest rates and persistent, sustained inflation, and contemporaneous evidence of Defendants' due diligence, with the assistance of numerous expert advisors, into Legacy Offerpad's business, including its inventory, markets, growth prospects, and technology, in connection with the Merger.

Nevertheless, Defendants have determined to enter into the Settlement on the terms and conditions set forth in this Stipulation solely to put Released Plaintiff's Claims to rest, finally and forever, without in any way acknowledging any wrongdoing, fault, liability, or damages. For the avoidance of doubt, nothing in this Stipulation or the Settlement shall be construed as an admission by Defendants or the Company of any wrongdoing, fault, liability, or damages whatsoever.

IV. TERMS OF THE STIPULATION AND AGREEMENT OF THE SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED, CONSENTED TO, AND AGREED, by and among the Parties and subject to the approval of the Court pursuant to Court of Chancery Rule 23, that the Action shall be fully and finally compromised, settled, and dismissed with prejudice, and that (i) all Released Plaintiff's Claims (as defined below) shall be completely, fully, finally, and forever compromised, settled, released, discharged, extinguished, and dismissed with prejudice and without costs (except as provided herein) as against all Released Defendant Parties (as defined below), and (ii) all Released Defendants' Claims (as defined below) shall be completely, fully, finally, and forever compromised, settled, released, discharged, extinguished, and dismissed with prejudice and without costs (except as provided herein) as against all Released Plaintiff Parties (as defined below), upon and subject to the following terms and conditions of the Settlement:

A. **Definitions**

1. In addition to the terms defined elsewhere in this Stipulation, the following capitalized terms, used in this Stipulation and its Exhibits, shall have the meanings specified below:

a. "Administration Costs" means all costs, fees, and expenses associated with the administration or disbursement of the Settlement Fund, including, without limitation, processing claims, calculating payments to Authorized Claimants or resolving any dispute relating thereto, or any other cost, fee, or expense otherwise incurred by the Settlement Administrator or Plaintiff's Counsel in administering or carrying out the terms of the Settlement.

b. "Authorized Claimant" means any Class Member whose claim for recovery has been allowed pursuant to the terms of this Stipulation.

c. "Class" means all Persons who held shares of Supernova Partners Acquisition Company, Inc. Class A Common Stock as of 5:00 PM EDT on August 27, 2021 (the "Redemption Deadline"), either of record or beneficially, and who did not redeem all of their shares, including their successors in interest who obtained their shares by operation of law, but excluding the Excluded Persons (as defined herein).

d. "Class Distribution Order" means an order authorizing the specific distribution of the Net Settlement Fund.

e. “Class Member” means a Person who is a member of the Class.

f. “Class Period” means the period between August 31, 2020 and August 27, 2021, inclusive.

g. “Custodian” means a broker-dealer, bank, sub-custodian, or other nominee that holds securities in its name on behalf of a beneficial owner.

h. “Defendants’ Counsel” means Simpson Thacher & Bartlett LLP and Young Conaway Stargatt & Taylor LLP.

i. “DTC” means the Depository Trust & Clearing Corporation.

j. “DTC Participants” means all DTC participants that held Supernova Class A Common Stock immediately after the Redemption Deadline on August 27, 2021.

k. “Effective Date” means the first date by which all of the events and conditions specified in Paragraph 13 of this Stipulation have been met and have occurred or have been waived in writing.

l. “Eligible Class Members” means those Class Members who held Eligible Shares, *i.e.*, holders of Supernova Class A Common Stock who had the right to but did not exercise their redemption rights as to all or some of their shares of Class A Common Stock held by them in connection with the Merger.

m. “Eligible Shares” means shares of Supernova Class A Common Stock owned by Class Members immediately after the Redemption Deadline

(August 27, 2021) that were not submitted for redemption in connection with the Merger.

n. “Escrow Account” means the bank account that is maintained by the Escrow Agent and into which the Settlement Amount will be deposited and wherein the Settlement Fund will be held.

o. “Escrow Agent” means the agent or agents who shall be chosen by the Settlement Administrator to administer the Escrow Account.

p. “Excluded Persons” means: (a) Defendants; (b) members of the immediate family of any Individual Defendant; (c) any person who was an officer, director, or partner of any Defendant, and any members of their immediate family; (d) any parent, subsidiary, or affiliate of Defendants; (e) any entity in which any Defendant or any other excluded person or entity has, or had, a controlling interest; (f) affiliates, heirs, estates, trusts, successors, or assigns of any such excluded persons or entities; and (g) accounts that held Supernova stock for the benefit of any such excluded persons or entities.

q. “Exhibits” means the exhibits attached hereto.

r. “FDIC” means the Federal Deposit Insurance Corporation.

s. “Fee and Expense Award” means an award to Plaintiff’s Counsel of fees and expenses to be paid from the Settlement Fund and approved by the Court in accordance with the Settlement, in full satisfaction of any and all claims for attorneys' fees or expenses that have been, could be, or could have been asserted by Plaintiff's Counsel or any other counsel for any Class Member in connection with the Settlement.

t. "Final" when referring to any judgment or order entered by the Court, means that one of the following has occurred: (i) the time for the filing or noticing of any motion for reconsideration, reargument, appeal, or review of the judgment or order has expired without any such filing or notice; or (ii) the judgment or order has been affirmed in all material respects on an appeal or after reconsideration or other review and is no longer subject to further review upon appeal, reconsideration, or other review, and the time for any petition for reconsideration, reargument, appeal, or review of such judgment or order (or any order affirming it) has expired; provided, however, that any disputes or appeals relating solely to the amount, payment, or allocation of attorneys' fees and expenses or the Plan of Allocation (Exhibit E), or any other plan of allocation, in the Action shall have no effect on finality for purposes of determining the date on which the Order and Final Judgment becomes Final, and shall not prevent, limit, or otherwise affect whether the Order and Final Judgment are considered Final.

u. "First Settlement Payment" means the sum of ONE HUNDRED THOUSAND DOLLARS EXACTLY (US $100,000.00).

v. “Former Defendants” means Supernova Partners, LLC, Michael Burnett, and Brian Bair.

w. “Individual Defendants” means defendants Alexander Klabin, Spencer Rascoff, Ken Fox, Jim Lanzone, Gregg Renfrew, Rajeev Singh, Robert Reid, Michael Clifton, and the Former Defendants (Michael Burnett and Brian Bair).

x. “Net Settlement Fund” means the balance remaining in the Settlement Fund after the payment of (a) any taxes or Tax Expenses; (b) any Notice and Administration Costs; (c) any Fee and Expense Award awarded by the Court; and (d) any other costs or fees approved by the Court.

y. “Notice” means the Notice of: (I) Pendency and Proposed Settlement and Plan of Allocation; (II) Settlement Hearing; and (III) Motion for an Award of Attorneys’ Fees and Expenses, substantially in the form attached hereto as Exhibit B.

z. “Notice and Administration Costs” means all costs, fees, and expenses associated with the administration or disbursement of the Settlement Fund, including, without limitation, dissemination of the Summary Notice or the Notice, processing claims made by Authorized Claimants, calculating payments to Authorized Claimants or resolving any dispute relating thereto, or any other cost, fee, or expense otherwise incurred by the Settlement Administrator, Offerpad, or

Plaintiff's Counsel in providing notice of the Settlement to the Class or administering or carrying out the terms of the Settlement.

aa. "Notice Package" means the Notice, including the Plan of Allocation, and the Proof of Claim and Release, substantially in the form attached hereto as Exhibit B-1.

bb. "Order and Final Judgment" means the Final Judgment and Order of Dismissal with Prejudice to be entered in the Action, substantially in the form attached hereto as Exhibit D, or as modified by agreement of the Parties in writing.

cc. "Person" means any individual, corporation, partnership, limited partnership, limited liability partnership, limited liability company, association, affiliate, joint stock company, investment fund, estate, legal representative, trust, unincorporated association, entity, government and any political subdivision thereof, or any other type of business or legal entity.

dd. "Plaintiff's Counsel" means Levi & Korsinsky, LLP and Ashby & Geddes, P.A.

ee. "Plan of Allocation" means the proposed plan of allocation of the Net Settlement Fund to Authorized Claimants, substantially in the form set forth in Exhibit E, or such other plan of allocation approved by the Court.

ff. “Released Claims” means Released Plaintiff’s Claims and Released Defendants’ Claims, collectively or individually.

gg. “Released Defendant Parties” means Defendants, Former Defendants, Offerpad, and any and all of their respective current and former directors, officers, employees, employers, parent entities, controlling persons, owners, members, principals, affiliates, subsidiaries, managers, partners, limited partners, general partners, stockholders, representatives, attorneys, financial or investment advisors, consultants, accountants, investment bankers, commercial bankers, agents, heirs, executors, trustees, personal representatives, estates, administrators, predecessors, successors, predecessors-in interest, successors-in-interest, assigns, immediate family members, beneficiaries, insurers, and reinsurers.

hh. “Released Defendants’ Claims” means any and all actions, causes of action, suits, liabilities, claims, rights of action, debts, sums of money, covenants, contracts, controversies, agreements, promises, damages, contributions, indemnities, sanction, penalties, and demands of every nature and description, whether or not currently asserted, whether known claims or Unknown Claims, suspected, existing, or discoverable, whether arising under state, federal, common, or foreign law, whether based in contract, tort, statute, law, equity, or otherwise that Defendants ever had, now have, or hereafter can, shall, or may have in any capacity that, in full or in part, concern, relate to, arise out of, or are in any way connected to the investigation, institution, prosecution, or settlement of the claims and allegations in the Action. For the avoidance of doubt, Released Defendants' Claims shall not include the right to enforce this Stipulation, the Settlement, or the Order and Final Judgment.

ii. "Released Parties" means Released Plaintiff Parties and Released Defendant Parties, collectively or individually.

jj. "Released Plaintiff Parties" means Plaintiff, all other Class Members, and Plaintiff's Counsel, and any and all of their respective current and former directors, officers, employees, employers, parent entities, controlling persons, owners, members, principals, affiliates, subsidiaries, managers, partners, limited partners, general partners, stockholders, representatives, attorneys, financial or investment advisors, consultants, accountants, investment bankers, commercial bankers, agents, heirs, executors, trustees, personal representatives, estates, administrators, predecessors, successors, predecessors-in-interest, successors-in-interest, immediate family members, beneficiaries, assigns, insurers, and reinsurers.

kk. "Released Plaintiff's Claims" means, as against the Released Defendant Parties, any and all actions, causes of action, suits, liabilities, claims, rights of action, debts, sums of money, covenants, contracts, controversies, agreements, promises, damages, contributions, indemnities, and demands of every nature and description, whether or not currently asserted, whether known claims or

Unknown Claims, suspected, existing, or discoverable, whether arising under federal, state, common, or foreign law, whether based in contract, tort, statute, law, equity, or otherwise (including, but not limited to, federal and state securities laws), that Plaintiff or any other Class Member, on behalf of themselves and any and all of their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, administrators, estates, heirs, assigns and transferees, immediate and remote and any Person acting for or on behalf of, or claiming under or through any of them, and each of them, (a) asserted in the Action; or (b) could have alleged, asserted, set forth, or claimed in the Action by Plaintiff or any other member of the Class, that (1) concern, relate to, arise out of, or are in any way connected to the claims, allegations, transactions, facts, circumstances, events, acts, disclosures, statements, representations, omissions, or failures to act alleged, set forth, referred to, or involved in the Action, and (2) arise out of, are based upon, relate to, or concern the rights of, duties owed to, and/or ownership of Supernova common stock during the Class Period, as to which Plaintiff or Class Members had redemption rights, including, but not limited to any claims related to (i) the Merger, (ii) the Proxy, (iii) any other disclosures related to or concerning the Merger or Legacy Offerpad, or (iv) the control or participation of any of Released Defendant Parties with respect to any of the foregoing. For the avoidance of doubt, Released

Plaintiff's Claims shall not include the right to enforce this Stipulation, the Settlement, or the Order and Final Judgment in this Action.

ll. "Releases" means Released Defendants' Claims and Released Plaintiff's Claims, collectively or individually. "Releases" shall have the same meaning as "Released Claims."

mm. "Scheduling Order" means the proposed Scheduling Order with Respect to Notice and Settlement Hearing, substantially in the form attached hereto as Exhibit A.

nn. "Second Settlement Payment" means the sum of TWO MILLION NINE HUNDRED THOUSAND DOLLARS EXACTLY (US $2,900,000.00).

oo. "Securities Transfer Records" means the stock transfer records maintained by or on behalf of the Company listing the names, mailing addresses, and, if available, email addresses for all registered holders of Supernova Class A Common Stock as of the Redemption Deadline and information identifying all Redeeming Stockholders and the number of shares each Redeeming Stockholder redeemed.

pp. "Settlement Administrator" means Epiq Class Action and Claims Solutions, Inc.

qq. “Settlement Amount” means the sum of THREE MILLION DOLLARS EXACTLY ($3,000,000.00).

rr. “Settlement Fund” means the Settlement Amount plus all interest earned thereon.

ss. “Settlement Hearing” means the hearing to be held by the Court to, among other things: (i) determine whether to finally certify the Class for settlement purposes only, pursuant to Court of Chancery Rule 23(a), (b)(1) and (b)(2); (ii) determine whether Plaintiff and Plaintiff’s Counsel have adequately represented the Class, and whether Plaintiff should be finally appointed as Class representative for the Class and Plaintiff’s Counsel should be finally appointed as Class Counsel for the Class; (iii) determine whether the proposed Settlement should be approved as fair, reasonable, and adequate to the Class and in the best interests of the Class; (iv) determine whether the Action should be dismissed with prejudice and the Releases provided under this Stipulation should be granted; (v) determine whether the Order and Final Judgment approving the Settlement should be entered; (vi) determine whether the Plan of Allocation is fair and reasonable, and should therefore be approved; (vii) determine whether and in what amount any Fee and Expense Award should be paid to Plaintiff’s Counsel out of the Settlement Fund, as well as any service award for Plaintiff; (viii) hear and rule on any objections to the Settlement, the Plan of Allocation, and/or Plaintiff’s Counsel’s application for a Fee and Expense Award; and (ix) consider any other matters that may properly be brought before the Court in connection with the Settlement.

tt. "Settlement Payments" means the First Settlement Payment and Second Settlement Payment.

uu. "Summary Notice" means the Summary Notice of Pendency and Proposed Class Action Settlement, substantially in the form attached hereto as Exhibit C.

vv. "Tax Expenses" means expenses and costs incurred in connection with determining the amount of, and paying, any taxes owed by the Settlement Fund (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) any tax returns).

ww. "Termination Notice" means written notice of a Party's election of their right to terminate the Settlement and this Stipulation.

xx. "Unknown Claims" means (i) any Released Plaintiff's Claims that Plaintiff or any other Class Member does not know or suspect to exist in their favor at the time of the release of Released Defendant Parties, and (ii) any Released Defendants' Claims that any Defendant or the Company does not know or suspect to exist in their favor at the time of the release of Released Plaintiff Parties, including, without limitation, those which, if known, might have affected the decision to enter into the Settlement or to object or not to object to the Settlement. With respect to the Released Claims, the Parties stipulate and agree that, upon the occurrence of the Effective Date, the Parties shall waive expressly, and by operation of the Order and Final Judgment, each Class Member shall be deemed to have, and shall have, expressly waived, relinquished, and released any and all provisions, rights, and benefits conferred by or under Cal. Civ. Code § 1542 or any law of the United States or any state of the United States or territory of the United States, or principle of common law, that is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The Parties acknowledge, and Class Members by operation of law shall be deemed to have acknowledged, that they may discover facts in addition to or different from those now known or believed to be true with respect to the Released Claims, but that it is the intention of the Parties, and Class Members (by operation of law), to completely, fully, finally, and forever extinguish any and all Released Claims, known or unknown, suspected or unsuspected, which now exist, heretofore existed, or may hereafter exist, and without regard to the subsequent discovery of additional or different facts. The Parties acknowledge, and Class Members by operation of law shall be deemed to have acknowledged, that the inclusion of "Unknown Claims" in the definition of "Released Plaintiff's Claims" and "Released Defendants' Claims" was separately bargained for and was a material element of the Settlement and was relied upon by both Plaintiff and the Defendants in entering into this Stipulation.

B. Notice and Scheduling Order

2. Promptly after execution of the Stipulation, Plaintiff's Counsel shall submit the Stipulation together with its exhibits (the "Exhibits") to the Court and shall apply for entry of the Scheduling Order (Exhibit A hereto), requesting, *inter alia*, approval for the mailing of the Summary Notice and electronic dissemination of the Notice, in the forms of Exhibits B and C, respectively, attached hereto. The Notice shall include a summary of Plaintiff's claims, the general terms of the Settlement set forth in the Stipulation, the proposed Plan of Allocation, the general terms of the fee and expense application, and the date of the Settlement Hearing.

3. From the date of this Stipulation through the Effective Date of the Settlement, unless an event of termination occurs, Plaintiff agrees, other than for those matters necessary to implement and effectuate the Settlement itself: (a) not to take any steps to prosecute any of the Released Plaintiff's Claims against any of the Released Defendant Parties; and (b) not to initiate or participate in any proceedings

asserting any of the Released Plaintiff's Claims against any of the Released Defendant Parties.

C. Settlement Consideration

4. In consideration for the full and final release, settlement, dismissal, and discharge of any and all of the Released Claims against the Released Parties, the Parties have agreed to the following:

a. The Settlement Payments:

i. Within five (5) business days after execution of this Stipulation, or as soon thereafter as practicable, Plaintiff's Counsel shall provide complete wire transfer information, instructions, and a completed Form W-9 for the Escrow Account, and the name and telephone number of a person with knowledge who verbally can confirm the wiring instructions, to Defendants' Counsel.

ii. No later than twenty (20) business days following entry of the Scheduling Order, the Company shall cause to be paid the First Settlement Payment into the Escrow Account.

iii. No later than twenty (20) business days after approval of the Settlement by the Delaware Court of Chancery, the Company shall cause to be paid the Second Settlement Payment into the Escrow Account.

iv. The Settlement Payments shall be made by wire transfer into the Escrow Account; payment shall not be made by check.

b. If the Settlement Payments are not paid in a timely manner in accordance with Paragraph 4(a) above, Plaintiff may exercise his right to terminate the Settlement under Paragraph 46 below.

c. All funds held in the Escrow Account shall be deemed and considered to be in *custodia legis* of the Court and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to this Stipulation and/or further order(s) of the Court.

d. The Settlement Fund shall be administered by the Escrow Agent and shall be used (i) to pay all Notice and Administration Costs; (ii) to pay any Fee and Expense Award; (iii) to pay any taxes and Tax Expenses; and (iv) following the payment of (i), (ii), and (iii) herein, for subsequent disbursement of the Net Settlement Fund to the Authorized Claimants as provided in Section K herein and the Plan of Allocation as approved by the Court.

e. Notwithstanding the fact that the Effective Date of the Settlement has not yet occurred, Plaintiff's Counsel may pay from the Settlement Fund, without further approval from Defendants and/or order of the Court, all reasonable costs and expenses actually incurred in connection with Notice and Administration Costs. In the event that the Settlement does not become Final, Notice and Administration Costs paid out of the Settlement Fund or incurred shall not be returned or repaid to any person or entity who or which funded the Settlement Fund. Notice and

Administration Costs may be paid as incurred, without approval of Defendants or further order of the Court.

D. <u>Scope of the Settlement</u>

5. Upon entry of the Order and Final Judgment, the Action shall be dismissed in its entirety and with prejudice. Plaintiff and Defendants shall each bear their own fees, costs, and expenses, except as expressly provided in this Stipulation; <u>provided</u>, <u>however</u>, that nothing herein shall affect Defendants' rights to, and claims for, advancement or indemnity of their legal fees, costs, and expenses in connection with the Action, the Settlement, or any of Released Plaintiff's Claims, nor any claims that Defendants may have against their respective insurers, co-insurers, or reinsurers.

6. Upon the Effective Date, the Released Plaintiff Parties shall have fully, finally, and forever released, settled, and discharged Released Defendant Parties from and with respect to every one of Released Plaintiff's Claims, and shall thereupon be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any of Released Plaintiff's Claims against any of Released Defendant Parties.

7. Upon the Effective Date, the Released Defendant Parties shall have fully, finally, and forever released, settled, and discharged Released Plaintiff Parties from and with respect to every one of the Released Defendants' Claims, and shall thereupon be forever barred and enjoined from commencing, instituting,

prosecuting, or continuing to prosecute any of Released Defendants' Claims against any of Released Plaintiff Parties.

E. Class Certification

8. Solely for the purposes of the Settlement and for no other purpose, the Parties agree to: (a) certification of the Action as a class action pursuant to Court of Chancery Rule 23(a), 23(b)(1), and 23(b)(2) on behalf of the Class; (b) appointment of Plaintiff as Class representative for the Class; and (c) appointment of Plaintiff's Counsel as counsel for the Class.

9. The certification of the Class shall be binding only with respect to the Settlement and this Stipulation. In the event that the Settlement or this Stipulation is terminated pursuant to its terms or the Effective Date fails to occur, the certification of the Class shall be deemed vacated and the Action shall proceed as though the Class had never been certified.

F. Stay Pending Court Approval

10. The Parties hereby agree to stay the proceedings in the Action, to file no further actions against the Released Parties asserting any Released Claims, and to stay and not to initiate any and all other proceedings other than those incident to the Settlement itself, pending the occurrence of the Effective Date. The Parties' (and any third-parties') respective deadlines to respond to any filed or served pleadings, motions, or discovery requests are extended indefinitely.

11. The Parties agree to use their reasonable best efforts to seek the stay and dismissal of, and to oppose entry of any interim or final relief in favor of, any Class Member, in any other proceedings against any of Defendants or any other Released Defendant Parties that challenge the Settlement or otherwise assert or involve, directly or indirectly, any of the Released Plaintiff's Claims against any of Released Defendant Parties.

12. Notwithstanding Paragraphs 10 and 11 above, nothing herein shall in any way impair or restrict the rights of any Party to defend this Stipulation or the Settlement or to otherwise respond in the event any Person objects to this Stipulation, the Settlement, the Order and Final Judgment, the Fee and Expense Award, or the Plan of Allocation.

G. <u>Conditions of Settlement</u>

13. The Effective Date of the Settlement shall be deemed to occur on the occurrence or written waiver of all of the following events, which events the Parties shall use their best efforts to achieve:

a. the Stipulation, and such other documents as may be required to obtain final Court approval of the Stipulation in a form satisfactory to the Parties, have been executed;

b. the payment in full of the Settlement Amount into the Escrow Account in accordance with Paragraph 4(a) above;

c. the Court's certification of the Class;

d. the Court has entered the Scheduling Order, substantially in the form of Exhibit A hereto, as required by Paragraph 2 hereof;

e. the Court's entry of the Order and Final Judgment, including the Releases substantially in the form set out in this Stipulation and the dismissal with prejudice of the Action without the award of any damages, costs, or fees and expenses, except as provided for in this Stipulation; and

f. the Order and Final Judgment becoming Final.

14. Upon the occurrence of the Effective Date, any and all remaining interest or right in the Settlement Fund of Defendants or any other of Released Defendant Parties shall be absolutely and forever extinguished, and the Releases provided under this Stipulation shall be effective.

H. <u>Attorneys' Fees and Expenses</u>

15. Plaintiff's Counsel intend to petition the Court for a Fee and Expense Award, which application will be wholly inclusive of any request for attorneys' fees and expenses on behalf of any Class Member or their counsel in connection with the Settlement. The Parties acknowledge and agree that any Fee and Expense Award in connection with the Settlement shall be paid from the Settlement Fund and shall reduce the Settlement consideration paid to the Class accordingly. Plaintiff's Counsel's application for a Fee and Expense Award is not the subject of any

agreement among the Parties except as set forth in this Stipulation. The application for a Fee and Expense Award is separate from the Settlement, and any issues, problems, or objections in connection therewith will not affect the validity of the Settlement. Defendants will take no position on the application for a Fee and Expense Award. The Court may consider and rule upon the fairness, reasonableness, and adequacy of the Settlement independently of any Fee and Expense Award. Any disapproval or modification of any application for a Fee and Expense Award by the Court or on appeal shall not affect or delay the enforceability of the Settlement, provide any Party with the right to terminate the Settlement, impose any obligation on any Defendant, subject any Defendant in any way to an increase in the amount paid on their behalf in connection with the Settlement, or affect or delay the binding effect or finality of the Settlement and the releases by any Party. For the avoidance of doubt, Plaintiff's Counsel will only seek a Fee and Expense Award and any service award from the Settlement Fund; Plaintiff and Plaintiff's Counsel will not seek any additional fees, costs, expenses, or other monetary sum from Defendants, their insurers, or anyone else; and Plaintiff and Plaintiff's Counsel shall not make any other fee application in connection with the Action in the Court or in any other court or other tribunal or forum. No discussions occurred between the Parties concerning the amount of any fee and expense application or award prior to the time the Parties agreed in principle to the material terms of the Settlement, and as of the date hereof, no discussions between the Parties concerning the amount of any fee and expense application or award have occurred.

16. At the time the Settlement is presented to the Court for final approval, Plaintiff's Counsel shall submit an application for a Fee and Expense Award and any service award to be paid from the Settlement Fund. The Fee and Expense Award shall be paid from the Settlement Fund to Plaintiff's Counsel within twenty (20) calendar days of the Court's entry of any order awarding Plaintiff's Counsel attorneys' fees and expenses notwithstanding the existence of any timely filed objections thereto, or any potential appeal therefrom, or collateral attack on the Settlement, or any part thereof. Plaintiff and Plaintiff's Counsel acknowledge and agree that any payment of Plaintiff's Counsel's attorneys' fee and expenses and any service award is subject to the several obligations of Plaintiff's Counsel to make full refund of its share of attorneys' fee and expenses and any service award granted if for any reason the Settlement is terminated and to refund the portion of any such payment as to which, as a result of any appeal or further proceedings on remand or successful collateral attack, the amount of fees or expenses or service award is reduced or reversed and such order reducing or reversing the award has become final and no longer subject to appeal.

17. Plaintiff may seek Court approval of a service award, to be paid to Plaintiff exclusively out of the Fee and Expense award, in an amount not to exceed $5,000. Defendants shall have no responsibility for any service award.

18. This Stipulation, the Settlement, the Order and Final Judgment, and whether the Order and Final Judgment becomes Final, are not conditioned upon the approval of any Fee and Expense Award, either at all or in any particular amount, by the Court. The Fee and Expense Award may be considered separately from this Stipulation and the proposed Settlement. Any disapproval or modification of the Fee and Expense Award by the Court or on appeal shall not (a) affect or delay the enforceability of this Stipulation or the Settlement, (b) provide any Party the right to terminate the Settlement, (c) affect or delay the binding effect or finality of the Order and Final Judgment or the release of the Released Claims against the Released Parties, or (d) prevent the occurrence of the Effective Date.

19. Plaintiff and Plaintiff's Counsel warrant that no portion of any Fee and Expense Award shall be paid to Plaintiff or any Class Member, except as may be approved by the Court.

20. Plaintiff's Counsel shall be responsible for allocating and paying any portion of the Fee and Expense Award to any other counsel, including Kaskela Law. Other than as expressly provided for herein, the Parties and their counsel shall not

have any liability to any counsel for any Class Member for any claimed attorneys' fees and expenses in connection with the Action or the Settlement.

I. The Settlement Fund

21. The Settlement Fund shall be used to pay: (a) any Taxes or Tax Expenses; (b) any Administration Costs or Notice Costs; (c) any Fee and Expense Award awarded by the Court; and (d) following the payment of (a), (b), and (c) herein, for subsequent disbursement of the Net Settlement Fund to the Authorized Claimants as provided herein and the Plan of Allocation as approved by the Court.

22. Except as provided herein or pursuant to orders of the Court, the Net Settlement Fund shall remain in the Escrow Account prior to the Effective Date. All funds held by the Escrow Agent shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the funds shall be distributed or returned to the Defendants pursuant to the terms of this Stipulation and/or further order of the Court.

23. The Escrow Agent shall invest any funds in the Escrow Account exclusively in instruments backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, or in money funds holding only instruments backed by the full faith and credit of the United States Government and shall collect and reinvest all interest accrued thereon, except that any residual cash balances up to the amount that is insured by the FDIC

may be deposited in any account that is fully insured by the FDIC. In the event that the yield on United States Treasury Bills is negative, in lieu of purchasing such Treasury Bills, all or any portion of the funds held by the Escrow Agent may be deposited in any account that is fully insured by the FDIC or backed by the full faith and credit of the United States. Additionally, if short-term placement of the funds is necessary, all or any portion of the funds held by the Escrow Agent may be deposited in any account that is fully insured by the FDIC or backed by the full faith and credit of the United States. The Settlement Fund shall bear all risks related to investment of the Settlement Amount.

24. The Settlement Fund is intended to be a "qualified settlement fund" within the meaning of Treasury Regulation § 1.468B-1, and the Escrow Agent, as administrator of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall be solely responsible for timely and properly filing or causing to be filed all informational and other tax returns as may be necessary or appropriate (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)) for the Settlement Fund. Plaintiff's Counsel shall also be responsible for causing payment to be made from the Settlement Fund of any taxes owed with respect to the Settlement Fund. Upon written request, the Company shall provide to Plaintiff's Counsel the statement described in Treasury Regulation § 1.468B-3(e). The Escrow Agent, as administrator of the Settlement Fund within the meaning of

Treasury Regulation § 1.468B-2(k)(3), shall timely make such elections as are necessary or advisable to carry out this Paragraph, including, as necessary, making a "relation back election," as described in Treasury Regulation § 1.468B-1(j), to cause the qualified settlement fund to come into existence at the earliest allowable date, and shall take or cause to be taken all actions as may be necessary or appropriate in connection therewith.

25. All taxes and Tax Expenses shall be paid out of the Settlement Fund, and shall be timely paid, or caused to be paid, by the Escrow Agent and without further order of the Court. Any tax returns prepared for the Settlement Fund (as well as the election set forth therein) shall be consistent with the previous Paragraph and in all events shall reflect that all taxes on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein. Plaintiff, Plaintiff's Counsel, the Released Defendant Parties, and Defendants' Counsel shall have no responsibility or liability for any such taxes or Tax Expenses.

26. Upon the occurrence of the Effective Date, none of Defendants, any other Released Defendant Parties, or any other Person who or which paid any portion of the Settlement Amount, shall have any right to the return of the Settlement Fund or any portion thereof for any reason whatsoever.

J. **Notice to Class Members**

27. In accordance with the Scheduling Order, the Settlement Administrator shall mail, or cause to be mailed, by first class U.S. mail, postage prepaid, or other mail service if mailed outside the U.S., the Notice Package, including the Notice, attached hereto as Exhibit B, with the Plan of Allocation, attached hereto as Exhibit E, and the Proof of Claim Form and Release, attached hereto as Exhibit B-1, to each Class Member at their last known address appearing in the Securities Transfer Records. All record holders of stock who hold such stock on behalf of beneficial owners and who receive the Notice Package shall be requested to forward the Notice Package promptly to such beneficial owners. The Settlement Administrator shall use reasonable efforts to provide notice to such beneficial owners by making additional copies of the Notice Package available to any record holder who, prior to the Settlement Hearing, requests the same for distribution to beneficial owners. In accordance with the Scheduling Order, Plaintiff's Counsel shall also cause the Summary Notice to be published on a national wire service and on Levi & Korsinsky, LLP's firm website. The Summary Notice will direct the recipient to the full Notice Package, which will be made available on a website devoted to this Settlement, to be created and maintained by the Settlement Administrator.

28. The proposed Notice Package to be mailed to Class Members in accordance with the Scheduling Order apprises Class Members of (among other

disclosures) the nature of the Action, the definition of the Class, the claims and issues in the Action, the claims that will be released in the Settlement, Class Members' right to object to the Settlement and the process for lodging an objection, the process for submitting a claim, and the plan and process for allocating and distributing the Net Settlement Fund.

29. In accordance with the Scheduling Order, Plaintiff's Counsel or the Settlement Administrator shall also cause the Summary Notice to be published on a national wire service (such as PRNewswire or BusinessWire), and on Levi & Korsinsky's firm website.

30. The Parties further agree that the Notice, as approved by the Court, and other relevant documents will be posted on a Settlement website established and maintained by the Settlement Administrator (the "Settlement Website") in accordance with the Scheduling Order. The Summary Notice will direct the reader's attention to the Settlement Website, which shall provide access to the Notice, Plaintiff's Complaint, and this Stipulation of Settlement.

31. Subject to the approval of the Court, Plaintiff shall retain the Settlement Administrator to disseminate the Summary Notice and Notice to Class Members, to establish and maintain the Settlement Website, to oversee the administration of the Settlement, and to distribute the Net Settlement Fund.

32. Any and all Notice and Administration Costs shall be paid from the Settlement Fund, regardless of the form or manner of notice approved or directed by the Court and regardless of whether the Court declines to approve the Settlement or the Effective Date otherwise fails to occur. In no event shall Plaintiff or Plaintiff's Counsel be liable for returning any costs incurred in connection with providing notice to the Class or taxes or Tax Expenses. Offerpad shall provide or cause to be provided to the Settlement Administrator or Plaintiff's Counsel, at Defendants' sole cost, stockholder information as maintained by the transfer agent of Offerpad, as well as a list of all record holders of Supernova Class A Common Stock on the Redemption Deadline, for providing notice to the Class and issuing payments to Authorized Claimants.

K. Distribution of the Settlement Fund

33. Plaintiff's Counsel shall engage the Settlement Administrator, subject to the approval of the Court, which shall provide notice of the Settlement to the Class and for the disbursement of the Net Settlement Fund to Authorized Claimants as set forth in the Plan of Allocation. Released Defendant Parties shall not have any involvement in or any responsibility, authority, or liability whatsoever for the selection of the Settlement Administrator, the giving of Notice to the Class, or the disbursement of the Net Settlement Fund to Authorized Claimants.

34. Defendants' Counsel shall cooperate with Plaintiff's Counsel in providing notice of the Settlement to the Class and administering the Settlement.

35. For purposes of disseminating the Notice Package and distributing the Net Settlement Fund to Authorized Claimants, the Defendants' Counsel shall work with Plaintiff's Counsel and the Settlement Administrator to: (i) within thirty (30) business days after the Court's entry of the Scheduling Order, obtain and provide, in an electronically searchable form, such as Microsoft Excel, the Securities Transfer Records and an allocation report, "chill" report, or such other report generated by DTC providing, for each relevant DTC Participant as of the Redemption Date, the participant's "DTC number," the relevant number of shares of Supernova Common Stock, and the address or other contact information used to communicate with the appropriate representatives of each such DTC Participant; and (ii) within thirty (30) business days after the Court's entry of the Scheduling Order, obtain and provide, in an electronically-searchable form, such as Microsoft Excel, the stockholder information as maintained by the transfer agent of Offerpad for disseminating the Notice Package to the Class and issuing payments to Authorized Claimants.

36. In addition to the information to be obtained under Paragraph 35 above, Defendants' Counsel shall work with Plaintiff's Counsel and the Settlement Administrator to obtain such additional information as may be required to distribute the Net Settlement Fund to Authorized Claimants and to ensure that the Net

Settlement Fund is paid only to Authorized Claimants, and as to Eligible Shares, and not to Excluded Persons, including, without limitation, using reasonable efforts to obtain suppression letters from Excluded Persons and/or Excluded Persons' brokers if requested to do so by the DTC. For each of the Excluded Persons, Defendants' Counsel shall work with Plaintiff's Counsel and the Settlement Administrator to obtain the following information for each of the Excluded Persons: (a) an indication of whether the Excluded Person was, at the Redemption Date, either (i) a record owner of shares of Supernova Class A common stock or (ii) a beneficial owner of shares of Supernova Class A common stock whose shares were held via a financial institution on behalf of the Excluded Person ("Beneficial Owner"); (b) the number of shares of Supernova Class A common stock beneficially owned by the Excluded Person at the Closing and for which the Excluded Person received the Acquisition Consideration ("Excluded Shares"); and (c) for each Excluded Person that is a Beneficial Owner, the name and "DTC Number" of the financial institution where their Excluded Shares were held and the Excluded Person's account number at such financial institution. Excluded Persons shall not have any right to receive any part of the Settlement Fund for their own account(s) (i.e., accounts in which they hold a proprietary interest), or any additional amount based on any claim relating to the fact that Settlement proceeds are being received by any other stockholder, under any theory, including, but not limited to, contract, application of statutory or judicial law, or equity.

37. In addition to the information to be provided under Paragraph 36 above, Defendants, at the request of Plaintiff and/or Plaintiff's Counsel, and at no cost to the Settlement Fund, Plaintiff, Plaintiff's Counsel, or the Settlement Administrator, shall make reasonable efforts to provide such additional information as may be required to distribute the Net Settlement Fund to Authorized Claimants and to ensure that the Net Settlement Fund is paid only to Authorized Claimants, and as to Eligible Shares, and not to Excluded Persons, including, without limitation, using reasonable efforts to obtain suppression letters from Excluded Persons and/or Excluded Persons' brokers if requested to do so by the DTC.

38. Excluded Persons shall not have any right to receive any part of the Settlement Fund for their own account(s) (*i.e.*, accounts in which they hold a proprietary interest), or any additional amount based on any claim relating to the fact that Settlement proceeds are being received by any other stockholder, under any theory, including, but not limited to, contract, application of statutory or judicial law, or equity.

39. The Net Settlement Fund shall be allocated and distributed to Authorized Claimants in accordance with the Plan of Allocation, substantially in the

form set forth in detail in the Notice attached as Exhibit B hereto, which is subject to approval by the Court, but which is not a material term of this Settlement.

40. If there is any balance remaining in the Net Settlement Fund within a reasonable amount of time after distribution of the Net Settlement Fund (whether by reason of tax refunds, uncashed checks, amounts returned by Excluded Persons who erroneously receive settlement payments, or otherwise), the Settlement Administrator shall, if feasible, distribute such balance among the Authorized Claimants who received and deposited the initial distribution, in the same manner as the initial distribution. If the cost of making such a further distribution or distributions is unreasonably high relative to the amount remaining in the Net Settlement Fund, Plaintiff's Counsel may instruct the Settlement Administrator to distribute any balance which still remains in the Net Settlement Fund, after provision for all anticipated taxes and other expenses, as a *cy pres* award to the Delaware Combined Campaign for Justice. Neither the Released Defendant Parties nor their indemnitors or insurers shall have any reversionary interest in the Net Settlement Fund.

41. Notwithstanding anything to the contrary in this Stipulation, the Plan of Allocation is not a necessary term of the Settlement or this Stipulation, and it is not a condition of the Settlement or this Stipulation that any particular plan of allocation be approved by the Court. Plaintiff and Plaintiff's Counsel may not cancel

or terminate the Settlement (or this Stipulation) based on the Court's or any appellate court's ruling with respect to the Plan of Allocation or any other plan of allocation in connection with the Settlement.

42. The Net Settlement Fund shall be distributed to Authorized Claimants only after the Effective Date of the Settlement and after: (a) all Notice and Administration Costs, all taxes and Tax Expenses, and any Fee and Expense Award have been paid from the Settlement Fund or reserved; and (b) the Court has entered a Class Distribution Order. At such time that Plaintiff's Counsel, in their sole discretion, deem it appropriate to move forward with the distribution of the Net Settlement Fund to the Class, Plaintiff's Counsel will apply to the Court, on notice to Defendants' Counsel, for the Class Distribution Order.

43. Payment pursuant to the Class Distribution Order shall be final and conclusive against all Class Members. Plaintiff, the other Released Plaintiff Parties, Defendants, and the other Released Defendant Parties, and each of their respective counsel, shall have no liability whatsoever for the investment or distribution of the Settlement Fund or the Net Settlement Fund, the determination, administration, or calculation of any payment from the Net Settlement Fund, the nonperformance of the Settlement Administrator or a nominee holding shares on behalf of a Class Member, the payment or withholding of taxes (including interest and penalties) owed by the Settlement Fund, or any losses incurred in connection therewith.

44. The Settlement is not a claims-made settlement. Upon the occurrence of the Effective Date, Defendants, the Released Defendant Parties, and any other person or entity who or which paid any portion of the Settlement Amount shall have no right to the return of the Settlement Amount or any portion thereof for any reason whatsoever, including the inability to locate Class Members or the failure of Authorized Claimants to deposit settlement funds distributed by the Settlement Administrator.

45. All proceedings with respect to the administration of the Settlement and distribution pursuant to the Class Distribution Order shall be subject to the exclusive jurisdiction of the Court.

L. <u>Termination of Settlement; Effect of Termination</u>

46. Plaintiff and Defendants (as a Defendant group that unanimously agrees amongst themselves) shall each have the right to terminate the Settlement and this Stipulation by providing a Termination Notice to the other parties to this Stipulation within thirty (30) calendar days of: (a) the Court's final refusal to enter the Scheduling Order in any material respect and such final refusal decision has become Final; (b) the Court's refusal to approve this Stipulation, the Settlement, or any part of it that materially affects any Party's rights or obligations hereunder and such final refusal decision has become Final; (c) the Court's declining to enter the Order and Final Judgment in any material respect and such final refusal decision has

become Final; or (d) the date upon which the Order and Final Judgment is modified or reversed in any material respect by an appellate court and such order modifying or reversing the Order and Final Judgment becomes Final. In addition to the foregoing, Plaintiff shall have the unilateral right to terminate the Settlement and this Stipulation, by providing a Termination Notice within thirty (30) calendar days of any failure of the Defendants to pay the full payment of the Settlement Amount into the Escrow Account in a timely manner in accordance with Paragraph 4(a) of this Stipulation. For the avoidance of doubt, the Parties stipulate and agree that any change to the scope or substance of the Releases provided for in this Stipulation and the Settlement would constitute a material change that gives rise to each of the Parties' rights to terminate this Stipulation and the Settlement. Neither a modification nor a reversal on appeal of any Fee and Expense Award awarded by the Court or any order modifying or rejecting the Plan of Allocation shall be deemed a material modification of the Order and Final Judgment or this Stipulation.

47. In the event that the Settlement is terminated pursuant to the terms of Paragraph 46 of this Stipulation or the Effective Date otherwise fails to occur for any other reason, then (a) the Settlement and this Stipulation (other than this Paragraph 47 and Paragraphs 24, 25, 26, 32, 43, 49, 50, 67, and 68 of this Stipulation) shall be canceled and terminated; (b) any judgment entered in the Action and any related orders entered by the Court shall in all events be treated as vacated, *nunc pro*

tunc; (c) the Releases provided under the Settlement shall be null and void; (d) the fact of, and negotiations and other discussions leading to, the Settlement shall not be admissible in any proceeding before any court or tribunal; (e) all proceedings in the Action shall revert to their status as of immediately prior to the agreement in principle reached on October 13, 2025, and no materials created by or received from any Party that were used in, obtained during, or related to the Settlement discussions shall be admissible for any purpose in any court or tribunal, or used, absent consent from the disclosing party, for any other purpose or in any other capacity, except to the extent that such materials are otherwise required to be produced during discovery in the Action or in any other litigation; (f) the Parties shall meet and confer and jointly petition the Court for a case scheduling order; (g) the Parties shall proceed in all respects as if the Settlement and this Stipulation (other than this Paragraph) had not been entered into by the Parties; and (h) within fifteen (15) calendar days after joint written notification of termination is sent by the Parties' counsel to the Escrow Agent, the Settlement Fund (including accrued interest thereon, and any other change in value as a result of the investment of all or any portion of the Settlement Fund, and any funds received by Plaintiff's Counsel consistent with Paragraph 16 of this Stipulation), less any Notice and Administration Costs actually incurred, paid, or payable, and less any taxes and Tax Expenses paid, due, or owing, shall be refunded by the Escrow Agent directly to the parties who made payments pursuant to Paragraph 4(a) above in such amounts as directed by Defendants' Counsel. In the event that the funds received by Plaintiff's Counsel consistent with Paragraph 16 of this Stipulation above have not been refunded to the Settlement Fund within the fifteen (15) calendar days specified in this Paragraph, those funds shall be refunded by the Escrow Agent immediately upon their deposit into the Escrow Account directly to the parties who made payments pursuant to Paragraph 4(a) above in such amounts as directed by Defendants' Counsel consistent with Paragraph 16 of this Stipulation.

M. No Admission of Liability

48. It is expressly understood and agreed that neither the Settlement nor any act or omission in connection therewith is intended or shall be deemed or argued to be evidence of or to constitute an admission or concession by: (a) Defendants or any of Released Defendant Parties, as to (i) the truth of any fact alleged by Plaintiff, (ii) the validity of any claims or other issues raised, or which might be or might have been raised, in the Action or in any other litigation, (iii) the deficiency of any defense that has been or could have been asserted in the Action or in any other litigation, or (iv) any wrongdoing, fault, or liability of any kind by any of them, which each of them expressly denies; or (b) Plaintiff that any of the claims are lack merit in any regard, that any of Defendants had meritorious defenses, or that damages

recoverable from Defendants under the Complaint would not have exceeded the Settlement Amount.

49. The Released Parties may file this Stipulation and/or the Order and Final Judgment in any action that has been or may be brought against them in order to support a claim or defense based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim or in connection with any insurance litigation.

N. **Miscellaneous Provisions**

50. The Parties agree that no Party or their counsel violated Court of Chancery Rule 11, Rule 11 of the Federal Rules of Civil Procedure, or any similar law or statute during the prosecution, defense, or settlement of the Action and the proposed Judgment shall contain such a finding. The Parties agree that the amount paid and the other terms of the Settlement were negotiated at arm's length in good faith by the Parties, and reflect that the Settlement was reached voluntarily after extensive negotiations and consultation among the Mediator and experienced legal counsel who were fully competent to assess the strengths and weaknesses of their respective clients' claims and defenses. Plaintiff, Defendants, and their counsel shall not make any applications for sanctions, pursuant to Rule 11 of the Court of Chancery Rules, Rule 11 of the Federal Rules of Civil Procedure, or any other

similar or applicable rule, code, or statute with respect to any claims or defenses in the Action. The Parties agree that throughout the course of this litigation, all Parties and their counsel complied with, as applicable, the provisions of Rule 11 of the Court of Chancery Rules, Rule 11 of the Federal Rules of Civil Procedure, the Private Securities Litigation Reform Act of 1995, SLUSA, and all applicable ethics requirements, and the Judgment shall contain such a finding.

51. Defendants warrant that, as to the payments made or to be made on behalf of Defendants pursuant to the Settlement and this Stipulation, at the time of entering into this Stipulation and at the time of such payment, to the best of its knowledge, none of the Defendants or the Company is insolvent, within the meaning of 11 U.S.C. §101(32), nor will the payment required to be made on behalf of the Defendants render the Defendants or the Company, within the meaning of and/or for the purposes of the United States Bankruptcy Code, including §§ 101 and 547 thereof.

52. In the event of the entry of a final order of a court of competent jurisdiction determining the transfer of money to the Settlement Fund or any portion thereof on behalf of the Defendants to be a preference, voidable transfer, fraudulent transfer, or similar transaction and any portion thereof is required to be returned, and such amount is not promptly deposited into the Settlement Fund by others, then, at the election of Plaintiff, the Parties shall jointly move the Court to vacate and set

aside the Releases given and the Order and Final Judgment entered pursuant to this Stipulation, in which event (i) the Releases and the Order and Final Judgment shall be null and void; (ii) the Parties shall be restored to their respective positions in the litigation as provided in Paragraph 47 of this Stipulation; (iii) Plaintiff's Counsel shall refund the Fee and Expense Award consistent with Paragraph 16 of this Stipulation; and (iv) any cash amounts in the Settlement Fund (less any taxes paid, due, or owing with respect to the Settlement Fund, and less any Notice and Administration Costs actually incurred, paid, or payable) shall be returned to the parties who made payments pursuant to Paragraph 4(a) above, as provided in this Stipulation.

53. The Parties and their respective counsel agree to cooperate fully with one another to obtain (and, if necessary, defend on appeal) all necessary approvals of the Court required of this Stipulation, and to use best efforts to promptly agree upon and execute all such other documentation as may be reasonably required to obtain final approval by the Court of the Settlement.

54. This Stipulation shall be deemed to have been mutually prepared by the Parties and shall not be construed against any of them by reason of authorship.

55. The Parties agree that in the event of any breach of this Stipulation, all of the Parties' rights and remedies at law, equity, or otherwise, are expressly reserved.

56. This Stipulation may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same document. Any signature to this Stipulation by means of facsimile or other electronic means shall be treated in all manner and respects as an original signature and shall be considered to have the same binding legal effect as if it were the original signed version thereof and without any necessity for delivery of the original signed signature pages in order for this to constitute a binding agreement.

57. The headings herein are used for the purpose of convenience only and are not meant to have legal effect.

58. If any deadline set forth in this Stipulation or the Exhibits thereto falls on a Saturday, Sunday, or legal holiday, that deadline will be continued to the following business day.

59. Each counsel or other person executing this Stipulation on behalf of any Party warrants that he or she has the full authority to bind his or her principal to this Stipulation.

60. Plaintiff represents and warrants that none of the Released Plaintiff's Claims have been assigned, encumbered, or in any manner transferred, in whole or in part.

61. This Stipulation shall not be modified or amended, nor shall any provision of this Stipulation be deemed waived, unless such modification,

amendment, or waiver is in writing and executed by or on behalf of all of the Parties (or their successors-in-interest).

62. Any failure by any Party to insist upon the strict performance by any other Party of any of the provisions of this Stipulation shall not be deemed a waiver of any of the provisions hereof, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Stipulation to be performed by such other Party. Waiver by any Party of any breach of this Stipulation by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Stipulation, and failure by any Party to assert any claim for breach of this Stipulation shall not be deemed to be a waiver as to that or any other breach and will not preclude any Party from seeking to remedy a breach and enforce the terms of this Stipulation.

63. This Stipulation is and shall be binding upon, and shall inure to the benefit of, the Parties (and, in the case of the Releases, all Released Parties as third-party beneficiaries), and their respective legal representatives, heirs, executors, administrators, predecessors, successors, predecessors-in-interest, successors-in-interest, and assigns, including, without limitation, any corporation or other entity with which any party hereto may merge, reorganize, or otherwise consolidate.

64. All of the Parties submit to the jurisdiction of the Court for all matters relating to the administration, enforcement, and consummation of the Settlement and

the implementation, enforcement, and interpretation of this Stipulation. For any such action (but no other action) brought in this Court, each of the Parties (i) consents to personal jurisdiction, (ii) consents to service of process on such Party by email to its undersigned counsel, and (iii) waives any objection to venue in the Court and any claim that the Court is an inconvenient forum.

65. The construction and interpretation of this Stipulation, and any and all disputes arising out of or relating in any way to this Stipulation, shall be governed by and construed in accordance with the laws of the State of Delaware and without regard to the laws that might otherwise govern under principles of conflicts of law applicable hereto. Any action arising under or to enforce this Stipulation or any portion thereof, shall be commenced and maintained only in this Court.

66. Without further order of the Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of this Stipulation.

67. Except as otherwise provided herein, each Party shall bear its own costs.

68. All agreements made, and orders entered, during the course of this Action relating to the confidentiality of information shall survive the Settlement and entry of the Order and Final Judgment.

69. This Stipulation and the Exhibits (**Exhibit A**: [Proposed] Scheduling Order with Respect to Notice and Settlement Hearing; **Exhibit B**: [Proposed] Notice

of Pendency and Proposed Settlement of Stockholder Class Action, Settlement Hearing, and Right to Appear; **Exhibit B-1**: Claim Form; **Exhibit C**: [Proposed] Summary Notice of Pendency and Proposed Settlement of Stockholder Class Action, Settlement Hearing, and Right to Appear; **Exhibit D**: [Proposed] Final Judgment and Order of Dismissal with Prejudice; and **Exhibit E**: [Proposed] Plan of Allocation) constitute the entire agreement among the Parties with respect to the subject matter hereof. The Exhibits are incorporated by reference as if set forth herein verbatim, and the terms of all Exhibits are expressly made part of this Stipulation; provided, however, that if there exists a conflict or inconsistency between the terms of this Stipulation and the terms of any Exhibit, the terms of the Stipulation shall prevail. No representations, warranties, or inducements have been made to or relied upon by any Party concerning this Stipulation or its Exhibits, other than the representations, warranties, and covenants expressly set forth in this Stipulation or the Exhibits.

70. The Parties intend this Stipulation and the Settlement to be a final and complete resolution of all disputes asserted or which could be asserted by Plaintiff and any other Class Members against Released Defendant Parties with respect to Released Plaintiff's Claims. Accordingly, Plaintiff, Defendants, and their respective counsel agree not to assert in any forum that this Action was brought by Plaintiff or defended by Defendants in bad faith or without a reasonable basis. Plaintiff and

Defendants represent and agree that the terms of the Settlement reached between Plaintiff and Defendants was negotiated at arm's-length and in good faith by Plaintiff and Defendants, and reflect a settlement that was reached voluntarily based upon adequate information and sufficient discovery and after consultation with experienced legal counsel.

71. While retaining their right to deny that the claims asserted in the Action were meritorious, Defendants and their respective counsel, in any statement made to any media representative (whether or not for attribution) will not assert that the Action was commenced or prosecuted in bad faith, nor will they deny that the Action was commenced and prosecuted in good faith and is being settled voluntarily after consultation with competent legal counsel. In all events, the Parties and their respective counsel shall not make any accusations of wrongful or actionable conduct by any Party concerning the prosecution, defense, and resolution of the Action, and shall not otherwise suggest that the Settlement constitutes an admission of any claim or defense alleged.

72. No opinion or advice concerning the tax consequences of the proposed Settlement to individual Class Members is being given or will be given by Plaintiff, Defendants, or their respective counsel; nor is any representation or warranty in this regard made by virtue of this Stipulation. Each Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Class Member, and it is

understood that the tax consequences may vary depending on the particular circumstances of each individual Class Member.

IN WITNESS WHEREOF, the Parties, through their undersigned counsel, have executed this Stipulation effective as of the Effective Date set forth above.

Of Counsel:

LEVI & KORSINSKY, LLP
Donald J. Enright
Noah R. Gemma
1101 Vermont Ave., Suite 700
Washington DC, 20005
(202) 524-4290

KASKELA LAW LLC
D. Seamus Kaskela
Adrienne Bell
18 Campus Blvd., Suite 100
Newtown Square, PA 19073
(484) 258-1585

ASHBY & GEDDES, P.A.

/s/ Tiffany Geyer Lydon
Stephen E. Jenkins (#2152)
Tiffany Geyer Lydon (#3950)
500 Delaware Ave. 8th FL
P.O. Box 1150
Wilmington, DE 19899
(302) 654-1888

Attorneys for Plaintiff Terry Jandreau

Of Counsel:

SIMPSON THACHER & BARTLETT LLP
Stephen P. Blake
2475 Hanover Street
Palo Alto, CA 94304
(650) 251-5153

YOUNG CONAWAY STARGATT & TAYLOR

/s/ Alex B. Haims
Elena C. Norman (#4780)
Alex B. Haims (#7060)
Rodney Square
1000 N. King Street
Wilmington, DE 19801
(302) 571-6600

Attorneys for Defendants

Dated: July 15, 2026

IT IS SO ORDERED this ___ day of ______________, 2026.

____
THE HONORABLE VICE CHANCELLOR
PAUL A. FIORAVANTI, JR.